

exercised its option to terminate this Sublease pursuant to Article XVII hereof, reimburse Sublessee, subject to the provisions of this Article, for all expenses reasonably incurred in Sublessee's efforts to restore, repair, replace, rebuild or alter the Subleased Property as nearly as possible to the condition, quality and class it was in immediately prior to such damage or destruction or with such changes or alterations as may be made at Sublessor's election. Sublessee covenants that it will begin such restoration, repairs, replacements, rebuilding or alterations promptly after it receives notice from Sublessor that Sublessor does not intend to terminate this Sublease pursuant to Article XVII, and will prosecute them with reasonable diligence (unavoidable delays excepted), unless Sublessee is entitled to and does terminate this Sublease pursuant to Article XVII. Notwithstanding such damage or destruction, Sublessee shall be obligated to continue to pay Basic Rent, additional rent, if any, and any other payments due hereunder, unless Sublessor or Sublessee shall have exercised its option to terminate this Sublease under the terms of Article XVII, in which case the provisions of Article XVII shall apply.

Section 2. Unless either Sublessor or Sublessee shall have exercised its option to terminate this Sublease